

RESOLUTION NO. 4174

RESOLUTION ADOPTING THE ESTABLISHED POLICY OF THE
CITY OF LODI FOR ELECTRICAL UTILITY REIMBURSEMENT
FOR MOBILE HOME PARK CONVERSIONS.

RESOLVED, that the following agreement embodies the
established policy of the City of Lodi for electrical utility
reimbursement for mobile home park conversions:

ELECTRICAL UTILITY REIMBURSEMENT AGREEMENT MOBILE
HOME PARK CONVERSION

THIS AGREEMENT made and entered into this ____ day of
_____, 19____, by and between _____
hereinafter designated "Owner," and the CITY OF LODI, a municipal
corporation located in the County of San Joaquin, State of California,
hereinafter designated "City,"

WITNESSETH:

WHEREAS, Owner is desirous of terminating electric
service to the presently existing "master meter" in the mobile home
park known as _____ and located at _____
and is desirous of having the City provide electric service directly to
each individual mobile home; and

WHEREAS, Owner is desirous of having City lay and install
new electrical facilities to individual metering pedestals within said
mobile home park; and

WHEREAS, City and Owner hereto are mutually desirous of
providing for the manner and method of paying the cost of installing
said facilities;

NOW THEREFORE, in consideration of the mutual covenants
and conditions herein contained, City and Owner hereto do hereby
mutually covenant and agree as follows:

I

City covenants and agrees to bring to and install within the
above mobile home park the necessary electrical facilities to serve
the individual users. The installation within said mobile home park
to be within the easements provided for utilities as shown upon said
mobile home park map, a copy of which is attached hereto.

II

Excavating and backfilling of the necessary trenches to the specifications of the City **shall** be the obligation ~~of~~ Owner. The coordination of the installation of the electrical facilities, along with the installation of other underground utility lines, shall be the obligation and responsibility of the Owner.

III

Owner does hereby agree to pay City the sum of _____ to cover the cost ~~of~~ installing said electrical facilities. Payment shall be made upon execution of this agreement. City agrees to **re-**fund to Owner the sum of _____ at the rate of \$2.50 per month, payable quarterly, for each connection to the electrical facilities within the mobile park. Said payments shall continue until the sum of _____ has been refunded to Owner, or until ten years from date of this agreement, whichever event first occurs. It is expressly understood and agreed that the obligation ~~of~~ City to repay Owner shall not include the payment of any interest whatsoever.

For the reason that City is making payments from revenue derived solely from the use of the electrical facilities installed in Owner's mobile home park, it is mutually understood and agreed that City shall be under no obligation to commence payments unless and until the electricity is not only connected to the individual mobile home space, but also that said space is used and occupied.

Nothing in this agreement shall be construed as preventing City, at its option, from repaying Owner at a faster rate than the amount provided for herein.

IV

In the event that any time within ten years of the date of this contract, the real property **is** no longer used **for** a mobile home park, then Owner, **his successors or assigns** shall pay to City all monies theretofore refunded to Owner, pursuant to this agreement and this agreement shall thereupon terminate and no longer be binding on either party hereto. Owner consents and agrees that City will not be under any obligation to issue a building permit to Owner, his successors or assigns until City has been reimbursed for the monies theretofore paid to Owner under the reimbursement provisions of Paragraph III above.

V

Owner further agrees to pay to the City the sum of _____ to reimburse the City for the remaining value of the existing "master meter" electric system, plus removal costs, less any salvage value. Payment shall be made upon execution ~~of~~ this agreement.

IN WITNESS WHEREOF, the parties hereto have set
their hands the day and year first hereinabove written,

CITY OF **LODI**

By _____

ATTEST: _____

Dated: March 3, 1976

I, Alice M. Reimche, City Clerk of the City of Lodi, do
hereby certify that Resolution No. 4174 was passed and adopted
by the City Council of the City of Lodi in a regular meeting held
March 3, 1976 by the following vote:

AYES: Councilmen - EHRHARDT, HUGHES, KATNICH,
PINKERTON and SCHAFER

NOES: Councilmen - None

ABSENT: Councilmen - None


Alice M. Reimche
City Clerk